

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

8

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 04/22/2009		2. CONTRACT NO. (If any) N/A		6. SHIP TO:			
3. ORDER NO. EP09H001029		4. REQUISITION/REFERENCE NO. EC9294-SKD QT-DC-09-001584		a. NAME OF CONSIGNEE U.S. EPA Project Officer: ENERGY STAR RESIDENTIAL BRANCH CHANDLER VONSCHRADER			
5. ISSUING OFFICE (Address correspondence to) U.S. EPA Mail Drop: 3803R ADMINISTRATIVE CONTRACT SERVICE CENTER 1200 PENNSYLVANIA AVENUE, NW WASHINGTON, DC 20460				b. STREET ADDRESS (202) 343-9096 1310 L STREET, NW Mail Drop: 6202J			
c. CITY WASHINGTON		d. STATE DC		e. ZIP CODE 20005			
7. TO:				f. SHIP VIA:			
a. NAME OF CONTRACTOR BUILDING PERFORMANCE INSTITUTE INC				8. TYPE OF ORDER			
b. COMPANY NAME				<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: _____ Please Furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any including delivery as indicated.			
c. STREET ADDRESS 107 HERMES RD SUITE 110				<input type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on in this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.			
d. CITY MALTA		e. STATE NY		f. ZIP CODE 12020		10. REQUISITIONING OFFICE ENERGY STAR RESIDENTIAL BRANCH	
9. ACCOUNTING AND APPROPRIATION DATA EC9294 2009 B 58E2 105A46CP3 2505 \$15000.00 SP				Buyer: SHARRON K DOHERTY (202) 564-3075 TIN: _____ DUNS: (b)(4)			
11. BUSINESS CLASSIFICATION (Check appropriate box(es))							
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMAN-OWNED							
12. F.O.B. POINT		FOB DESTINATION		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE Date	
13. PLACE OF						04/22/2009 - 08/31/2009	
a. INSPECTION DESTINATION		b. ACCEPTANCE City		State		NET30	
17. SCHEDULE (See reverse for Rejections)							
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)	
1	ANSI Accreditation Guide In accordance with attached Statement of Work.	1	EACH	\$ 15,000.00	\$ 15,000.00		
See Billing Instructions On Reverse	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$.00
	21. MAIL INVOICE TO:						17(h)TOT (Cont. Pages)
	a. Name RTP FINANCE CENTER		U.S. EPA Mail Drop D143-02				
	b. Street Address (or P.O. Box)		ENVIRONMENTAL PROTECTION AGENCY				
	c. City DURHAM	d. STATE NC	e. ZIP CODE 27711		\$ 15,000.00	17(i) GRAND TOTAL	
22. UNITED STATES OF AMERICA BY (Signature) <i>Sharron K. Doherty</i>				23. NAME (Typed) SHARRON K DOHERTY (202) 564-3075 TITLE: CONTRACTING/ORDERING OFFICER			

Clause(s):

CUSTOM CO ADDED PERFORMANCE PAYMENTS

Performance payments are allowable. Invoices may be submitted after completion and submission of each deliverable, for the period of performance through completion of all the tasks specified, not to exceed the amount of funds authorized on this order.

CUSTOM CO ADDED For PO and Payment Information- RTP Finance (NOV 03)

For payment information, contact the Finance Office on (919) 541-0616. For purchase order information, contact the "Buyer" indicated in block 10 of your Purchase Order.

CUSTOM CO ADDED INVOICES-RTP Finance (NOV 03)

Invoices shall be prepared in containing the following information: Purchase Order Number, description of commodities/services furnished, period of performance, taxpayer ID number and amount due. Invoices shall be submitted to the address specified in block 21 of this order. For status of Invoice Payments, call the Financial Office's Customer Service at (919) 541-0616. Fax number: (919) 541-4975.

The FedEx/Commercial Courier address for invoices:

US EPA, RTP-Finance (Mail Drop D143-02)
4930 Page Road
Durham, NC 27703.

Vendors interested in checking the status of payments should use the Department of Treasury's Payment Advice Internet Delivery (PAID) system. It is located on the following web site and requires registration: <http://www.fms.treas.gov/paid/index.asp>

CUSTOM TAX

The Federal Government is exempted from paying taxes. The tax exempt number is 52-085-2695.

FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 03)

The clause is incorporated by reference. The full text of the clause is available at: <http://www.arnet.gov>.

FAR 52.204-6 Data Universal Numbering System (DUNS) Number (OCT 03)
Data Universal Numbering System (DUNS) Number (Oct 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS number or DUNS+4 that identifies the offerors name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

END OF CLAUSE

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (OCT 08)
To view the full text of this clause go to www.acquisition.gov/far.

FAR 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 03)
The clause is incorporated by reference. The full text of the clause is available at: <http://www.arnet.gov>.

FAR

52.232-33 Payment by Electronic Funds Transfer Central Contractor Registration (OCT 03)
Payment by Electronic Funds Transfer Central Contractor Registration (Oct 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractors EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractors EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

FAR 52.232-33 Payment by Electronic Funds Transfer Central Contractor Registration (II) (OCT 03)

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractors EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractors EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

FAR 52.232-33 Payment by Electronic Funds Transfer Central Contractor Registration (III) (OCT 03)

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractors financial agent.

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52.232-33 Payment by Electronic Funds Transfer Central Contractor Registration (IV) (OCT 03)

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

END OF CLAUSE

Additional Terms and Conditions

Year 2000 Compliance

Any product offered or electronic and authorization system delivered under this contract is warranted to be Year 2000 compliant. Year 2000 Compliant means accurately processing date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all products used in combination with the contractor's product properly exchange date data with it.

TAXPAYER IDENTIFICATION (FAR 52.204-3)(10/30/98)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

[illegible]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT CODE N/A		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 1		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. PR-DC-09-00970/EC9294-SKD		5. PROJECT NO. (If Applicable) SK	
6. ISSUED BY CODE U.S. EPA Mail Drop: 3803R ADMINISTRATIVE CONTRACT SERVICE CENTER 1200 PENNSYLVANIA AVENUE, NW WASHINGTON, DC 20460		7. ADMINISTERED BY (If other than item 6) CODE					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, ZIP Code) BUILDING PERFORMANCE INSTITUTE, INC. Fax Number: (b)(4) 107 HERMES RD Phone Number: (b)(4) SUITE 110 MALTA, NY 120204483				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD OF CONTRACT/ORDER NO. EP09H001029			
				10B. DATED (SEE ITEM 13) 04/22/2009			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If Required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor is <input type="checkbox"/> is not, <input checked="" type="checkbox"/> required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by CUF section headings, including solicitation/contract subject matter where feasible.) This order is hereby modified as set forth on the following page(s). (Please See Block 14 on Page 2 For Modification Notes)							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SHARRON K DOHERTY			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Sharron K. Doherty</u> (Signature of Contracting Officer)		16C. DATE SIGNED 3/19/10	
(Signature of person authorized to sign)							

The purpose of this modification to Order EP09H001029 is to extend the period of performance to 9/30/10 in order to pay the invoice. This reason for this no-cost extension is due to the unexpected delays in producing the report. The contractor and COR inadvertently failed to notify the contracting office of the delays and the need for an extension. However, the Government derives a benefit from this deliverable, and the order is non-severable.

Once the invoice has been received and paid, this order shall be closed out.

**ORDER FOR SUPPLIES AND SERVICES
SCHEDULE - CONTINUATION**

PAGE NO.
3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 08/19/2010

CONTRACT NO.
N/A

ORDER NO. EP09H001029

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
<p>The following vendor has been changed:</p> <p>From : BUILDING PERFORMANCE INSTITUTE INC To: BUILDING PERFORMANCE INSTITUTE, INC.</p> <p>The following period of performance date has been changed:</p> <p>From : Start: 04/22/2009 End: 08/31/2009 To: Start: 04/22/2009 End: 09/30/2010</p>						
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))						